General Terms and Conditions for using Microblink technology

These General Terms and Conditions for using Microblink technology set forth the legally binding terms and conditions applicable to the Licensee's use of Microblink Product, however, installed, accessed, and/or used, whether via personal computers, mobile devices, or otherwise. By using Microblink Products, the Licensee confirms that it has read and understood the provisions contained herein and agrees to be bound by them. These terms may be modified from time to time, as indicated at the top of the document. The version of the General Terms and Conditions for using Microblink technology that was in force at the Effective Date shall govern and apply to this contractual relationship and the granted License.

1. DEFINITIONS

1.1. Agreement is these General Terms and Conditions for using Microblink technology, including all its appendices, if any, Documentation and the accepted Quote attached hereto. Any general terms and/or codes of the Licensee, including any terms and conditions set forth in the Licensee's purchase order, shall not be applicable to this Agreement.

1.2. Documentation is any documentation or other materials on Product and Service provided on Developer Hub or otherwise made available by Microblink.

1.3. Effective Date is the date when the Agreement enters into force, which is the signature date of the Party who signs the Agreement last in time.

1.4. End-Customer is the Licensee's customer with a valid license for the use of the Solution.

1.5. License is a granted license to use the Product(s) purchased by the Licensee under the terms of this Agreement, as defined in the applicable Quote. The License is associated with a unique License ID number and is connected to a determined number of License Keys issued to the Licensee.

1.6. Licensee (or the "Customer" or the "Company") is the company identified in the applicable Quote, which executed this Agreement.

1.7. License Fee is a specified amount defined in the applicable Quote payable by the Licensee to Microblink for the use of the License.

1.8. License Key is an identifier that enables the use of the Product for a single Solution. It is issued by Microblink and tied to a particular Solution identifier.

1.9. Microblink is Microblink entity identified in the applicable Quote.

1.10. Product(s) is Microblink solution as defined in the applicable Quote which consists of an SDK (software development kit) and/or server-side component.

1.11. Quote is a written order for a Product executed between the Parties detailing commercial information and license parameters for the respective Product. By signing the Quote, such Quote is

added to this Agreement and forms an integral part of it.

1.12. Solution is the software product or application of the Licensee together with any other products developed by the Licensee in which a Product and/or its parts are integrated, and which is used by the Licensee itself or the Licensee's end-customers. The Solution is associated with a unique identifier (solution/application identifier). No two Solutions within the same software platform can have the same Solution identifier.

1.13. Support Services consist of email support, Documentation, Updates, Product integration support, and support for the new versions of operating systems and applicable web browsers.

1.14. Term is the period during which the Licensee is authorized to use the Product as described in Article 10 of this Agreement.

1.15. Update(s) are bug fixes or error corrections to the Product(s). Updates may include issuing the new Product License Key(s).

2. LICENSE AND LICENSE RESTRICTIONS

2.1. Subject to the terms of this Agreement, Microblink grants to the Licensee a limited, revocable, royalty-bearing, non-exclusive, non-transferable, sublicensable, and worldwide License during the Term to i) use, copy, and store the purchased Product(s) in order to integrate the Product(s) into the Solution, and to promote and distribute the Product(s) as part of the Solution, in accordance with the issued License; ii) reproduce the Documentation (whether in electronic, hard copy or otherwise) as may reasonably be required for Licensee's internal use and for the delivery to End-Customers; iii) use copies of Products, as deemed commercially reasonable and required, for the purpose of integration and performance testing of the Products within the Solution. Copies of the Product created or transferred pursuant to this Agreement are licensed, not sold, and the Licensee receives no title to or ownership of any copy or of the Product itself.

2.2. A subscription (limited term) License allows the Licensee to use the Product(s) during the Term and within the limitations defined in the applicable Quote. The Licensee acknowledges that such limitations are conditions of the License.

2.3. All use by the Licensee of the Product(s) and other data connected with the Product(s), including future Updates, is limited to the use within the Solution. The Licensee represents and warrants that all such use by the Licensee shall comply with the terms of this Agreement and all applicable laws and regulations, including but not limited to, copyright and other intellectual property laws and privacy regulations.

2.4. Use of the Product(s). The Licensee is expressly prohibited from using any portion or version of the Product(s) with any other software or copyrighted work in such a way that any portion or version of Product(s) would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at a minimal charge, (c) licensed for the creation of derivative works or (d) which would require Microblink or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Microblink. Portions of the Product(s) may include one or more components that are derived from software subject to an open-source license. The list of applicable open-source software is available within the Documentation. Any such components are licensed exclusively under the open-source license, as applicable, and not under the License terms herein. The Licensee is solely responsible for using the

Product in accordance with applicable open-source licenses.

2.5. Microblink shall have the right to take technical and other measures, including the use of the License Keys, License management program, Product adoption analytics, and similar tools integrated into the Product as described in the Documentation, to track License usage, and prevent the use of the Solution integrating the Product(s) in any way that is not permitted by the License granted under this Agreement.

2.6. The Licensee understands and acknowledges that the number of transactions is sent to Microblink in the form of anonymized usage logs, as described in the Documentation, which shall be shared with the third-party solution provider for billing purposes and License compliance.

2.7. If so determined in the applicable Quote, the Licensee shall provide Microblink with a report of all usage in a particular period during the Term. Each such report provided to Microblink shall contain the following information: (i) date of report, (ii) Solution identification, (iii) number of units (defined in the applicable Quote), and (iv) other information about the Product usage as agreed by the Parties. The Licensee shall provide such a report within 15 days upon Microblink's reasonable request, or (if such reporting mechanism is arranged) on a periodic basis defined in the applicable Quote.

3. FEES AND PAYMENTS

3.1. Fees. The Licensee shall pay the License Fee(s) to Microblink in accordance with the applicable Quote. The License Fee includes a total unit quantity for the respective tier granted for the applicable Term and is payable in advance. The Licensee remains responsible for any unpaid portion of the annual License Fee until settled in full. Microblink shall not refund any due or paid fees to the Licensee.

3.2. When the paid tier is used, the License will automatically upgrade to the higher tier, if such tier is defined in the Quote, and the Licensee shall be liable for the payment of the residual amount of the License Fee for the higher tier. The Licensee agrees that the license usage, as tracked by Product adoption analytics, forms the basis for the calculation of the License Fees from the applicable Quote. Subject to Article 3.6., Microblink is authorized to deactivate the License if the Licensee does not settle any such License Fees when due.

3.3. Unless new pricing is determined for the Renewal Term, the Parties agree that the last pricing applicable to the preceding Term shall apply to the Renewal Term. The Parties may update and/or amend the details of the applicable Quote from time to time in order to update, amend and/or add to the list the Products, and all such agreed amendments shall be determined in the new quote and shall be deemed incorporated into this Agreement as of the signature date of such Quote.

3.4. For the purpose of improving Microblink technology, Microblink reserves the right to License Fee increase up to four percent (4%) of the then-current License Fee, which shall apply to the subsequent Term.

3.5. Taxes. Amounts payable hereunder are exclusive of taxes and fees (including value-added tax, installation, currency conversion, or bank-related fees) unless otherwise quoted. The fees are indicated in the applicable Quote. If a withholding tax is required by law, the Licensee shall contact Microblink's order/sales representative to discuss appropriate procedures for withholding the tax prior to issuing the invoice, remitting it to the appropriate authority, and assisting Microblink with the necessary documentation to claim the tax credit.

3.6. Invoices and Payment. The Licensee agrees to pay all invoiced amounts as set out in the applicable

Quote. If the Licensee does not settle the due amount of the License Fee or other related fees within thirty (30) calendar days following Microblink's payment reminder, Microblink has the right to terminate this Agreement and may use the License management program to cancel the issued License if the Licensee fails to make payments when due. In addition, Microblink may charge a late fee equal to 1,5% of the outstanding amount for each month outstanding until paid. Notwithstanding, Microblink reserves the right to take legal action to recover any unpaid amounts.

3.7. Pursuant to Microblink's reasonable request, it may audit the Licensee's compliance with the terms applicable to the License. Microblink may conduct such an audit at its own expense. In case Microblink's audit or other technical measures reveals that the Licensee used the Product contrary to Articles 2.1. and 5.1. herein, the License will be immediately terminated and revoked.

4. DELIVERY OF PRODUCT AND SUPPORT SERVICES

4.1. Delivery of the Product(s). The Product(s) will be delivered and available to the Licensee on Microblink Developer Hub within 10 (ten) working days from the Effective Date.

4.2. If not otherwise defined in the applicable Quote, the Support Service fee is included in the License Fee. The Licensee is entitled to receive Updates, if and when available. The price of such Updates is included in the Support Service fee. Microblink does not guarantee that the Updates will be compatible with the Solution and that they shall represent the enhancement of all functionalities of the Product. Any necessary changes to the Solution that are related to such Updates and required to ensure compatibility with the Product must be made by Licensee at its own cost within a reasonable time. For the avoidance of doubt, upgrade(s) of the Product that include a new feature, new functionality, new document, or new technologies not currently a part of the Product but made available at some future time, are not included in Support Services. Such upgrades may become available to the Licensee for an incremental fee.

4.3. Since the License Keys are issued in accordance with the duration of the Term, the Licensee hereby acknowledges and agrees to take all reasonable steps to integrate Updates as necessary, in order for the interrupted use of the Product in the subsequent Term. The Licensee acknowledges that if it uses an older version of the Product when a newer version of the Product was made available, the Licensee may lose the right to Support Services in the period of six (6) months from the release of the Update. Microblink hereby explicitly excludes any liability related to the Licensee's failure to timely update the Solution after Microblink's release of an Update.

4.4. For the avoidance of any doubt, the Licensee acknowledges that the Product(s) can, apart from removable errors in code, i.e. bugs, show other errors which are a result of the imperfection of technologies developed and/or embedded in the Product(s) and which can result in inaccurate and/or imprecise scanning performance. Scanning performance depends on the environment where it is used, the device or browser used for scanning, lighting, level of damage of the document, positioning of the device above the document, and introduction of new document types, many of which are out of control of Microblink. Since the data extraction and image processing performance is not deterministic and cannot be guaranteed to be 100%, the Support Services do not cover scanning performance. Microblink cannot guarantee the removal of such errors, and their removal does not enter the scope of the Support Services contracted herein. Microblink and Licensee may agree on additional professional services to be provided by Microblink. Any such professional support services must be determined in an amendment to this Agreement.

4.5. Microblink is entitled to declare the "end-of-life" of any of its Product(s) or part of the Product offered or purchased by the Licensee under the terms of this Agreement with 180 days prior notice. In

case of the end-of-life of a Product, the Licensee shall be entitled to continue using the then-current Product version until the effective date of the "end-of-life" notification.

5. OBLIGATIONS OF THE PARTIES

The rights and obligations of the Licensee

5.1. The Licensee shall:

i) be at all times responsible for the results deriving from the rigorousness of the face-matching level the Licensee has configured as part of its use of the Product;

ii) use the Product(s) in the contracted manner, within the contracted scope and limits as described in the applicable Quote;

iii) be at all times responsible for the design, functionality, look-and-feel, and maintenance of any and all aspects of the Solution, including without limitation the integration, display, and performance of the Product(s) within the Solution, according to any usage or integration requirements provided by Microblink;

iii) not copy, distribute, sublicense (except as determined in this Agreement), rent, lease, transfer, modify, adapt, build on, translate, prepare derivative works from, decompile, reverse engineer (except in accordance with applicable law), disassemble or otherwise attempt to derive source code from the Product(s);

iv) not distribute Products to End-Customers other than as installed within the Solution;

v) not remove any copyright notice, trademark or other proprietary rights notices ("IP Rights Notices") from the Product(s) or the Documentation and shall ensure that any permitted copy of the Product(s) includes a reproduction of all IP Rights Notices appearing in or on the original copy of the Products or the Documentation;

vi) keep the License Keys (or any other valuable information delivered by Microblink to the Licensee) confidential;

vii) not disable any functionalities of the Product as activated by Microblink in accordance with the terms of this Agreement;

viii) promptly make Microblink aware of any bugs, errors, or any other issues relating to the correct functioning of the Product(s);

ix) pay the License Fee in accordance with this Agreement for as long as the Product is in use by the Licensee or its End-Customers;

x) refrain from using any part of the Product(s) after the termination of this Agreement;

xi) display Microblink's logo in the Licensee's Solution user interface in accordance with logo usage guidelines made available by Microblink.

5.2. Subject to Licensee's prior approval, the Licensee hereby grants Microblink a worldwide, nonexclusive, transferable, royalty-free license during the term of this Agreement to use Licensee's logo (i) for the purpose of customization within the Product, and (ii) on Microblink's marketing materials and

Microblink's website for purposes of indicating that the Licensee is a customer of Microblink.

5.3. The Licensee acknowledges that Microblink's ability to deliver the Product and/or provide the Service in accordance with this Agreement depends on the accuracy and timeliness of the Licensee's responsiveness to Microblink.

The rights and obligations of Microblink

5.4. Microblink shall:

i) deliver the purchased License(s) to the Licensee in the agreed manner and in line with the applicable Quote;

ii) provide Support Services as described in this Agreement;

iii) reserve the right to make any and all bug fixes and/or Updates provided to the Licensee, generally available to Microblink customers.

5.5. Microblink has the right to modify any or all parts of the Product(s) without any prior notice and release them as an Update or an Upgrade from time to time.

6. INTELLECTUAL PROPERTY

6.1. Ownership of the Product(s) and Product Documentation. The Product(s), and all Updates, customizations, modifications, enhancements, or derivative works of the Product(s), and the Product Documentation are and will remain the sole and exclusive property of Microblink and its licensors, and Licensee acknowledges such ownership. Microblink hereby reserves all rights with respect to the Product(s) not expressly granted by Microblink to Licensee in this Agreement. No implied licenses are granted by the terms of this Agreement, and no license rights with respect to any of Microblink's intellectual property shall be deemed created by implication or estoppel.

6.2. Microblink retains all rights, title, and interest in, to, and associated with the Product(s). The Licensee shall not take any actions inconsistent with Microblink's ownership of the Product(s).

6.3. Non-Compete. During the term of this Agreement, the Licensee shall not develop any software or other product that is substantially similar to or competes with the Product.

6.4. The Licensee shall notify Microblink in case the Product might be used in a solution similar or competitive to Microblink Product, in which case Microblink reserves the right to terminate this Agreement in accordance with Section 10.

7. WARRANTIES, DISCLAIMER OF WARRANTIES

7.1. Microblink warrants that during the term of this Agreement, the Product will perform materially as described in the technical specifications set forth in the Documentation and that it does not contain any viruses or malicious code that would harm the Licensee's device or network.

7.2. Disclaimer of Warranty for the Product(s). THE PRODUCT(S) ARE PROVIDED "AS IS", AND THE USE OF THE PRODUCT(S) IS AT THE LICENSEE'S SOLE RISK. NOTWITHSTANDING ARTICLE 5.4. AND 7.1., TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE PRODUCT(S) ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR

WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, MICROBLINK DOES NOT WARRANT THAT THE PRODUCT(S) WILL MEET THE LICENSEE'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OTHER PERSON, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE ACCURATE OR ERROR-FREE.

7.3. Microblink explicitly excludes any liability or responsibility for the correctness, accuracy, quality or reliability of the final end-user identification process and document validity process, including but not limited to the possibility of document tampering, forgery, or fraudulent use of the identity verification process. The Licensee is solely responsible for conducting a complete identity and/or document verification process in accordance with the applicable laws and regulations.

7.4. Microblink does not exclude the possibility that the Product(s) contain certain errors in code, which can be irreparable. The Parties agree that as a consequence of such errors, Microblink shall not be liable for the damages and Licensee's sole remedy shall be the termination of this Agreement in accordance with Article 10.6. Neither Party shall have any responsibility or liability for the contents or results of the Product(s) or the Solution.

8. LIMITATION OF LIABILITY

8.1. Any and all liabilities under or in connection with this Agreement are hereby excluded to the fullest extent permissible by law unless explicitly otherwise provided here.

8.2. EXCEPT WITH RESPECT TO (A) THE LICENSEE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR (B) DAMAGES ARISING FROM THE LICENSEE'S INFRINGEMENT OR MISAPPROPRIATION OF MICROBLINK'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF ANY LICENSE OR USAGE RESTRICTIONS WITH RESPECT TO THE PRODUCT(S) SET FORTH IN THIS AGREEMENT), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE USE OF THE PRODUCT(S) AND/OR THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. MICROBLINK'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL LICENSE FEES PAID OR PAYABLE BY THE LICENSEE TO MICROBLINK IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. SUCH CAP ON LIABILITY IS CUMULATIVE AND NOT PER CLAIM. The foregoing provisions of this Article 8.2. apply even if a remedy doesn't fully compensate the Licensee for any losses or fails of its essential purpose or if Microblink knew or should have known about the possibility of damages; however, this Article 8.2. shall not limit or exclude any liability of a Party which cannot be limited or excluded, as the case may be, under applicable law.

8.3. The Parties acknowledge and agree that the purpose of this Article 8 is to provide for the allocation of risk and limit potential liability given the fees paid by the Licensee, which would have been substantially higher if Microblink would assume any further liability than provided for herein.

9. INDEMNITY

9.1. Subject to the provisions of Article 8 above, if a third party makes a claim against the Licensee that the Product infringes any patent, copyright, or trademark, or misappropriates a trade secret, Microblink shall defend the Licensee and its directors, officers and employees against the claim at Microblink's

expense and Microblink shall pay all losses, damages, and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement approved and signed by Microblink, to the extent arising from such claim. Should the Product become, or in Microblink's reasonable opinion be likely to become, the subject of an infringement claim, Microblink may, at its sole discretion and expense, (a) obtain for Licensee the right to make continued use of such Product, (b) replace or modify the Product so that it is no longer infringing, or (c) terminate Licensee's license to the Product upon notice to Licensee and refund Licensee the residual value of the License Fee. Microblink's obligation under this Article 9 does not apply where: (i) custom portions of a Product developed to Licensee's detailed design or other written instructions to Microblink from the Licensee or an end user and such design or instructions are the cause of the infringement; (ii) modifications were made to the Product by Licensee or its end users if the use of the unmodified Product would be non-infringing; (iii) Licensee (or any Licensee's end users) used an older version of the Product when Microblink has made available the use of a newer version which would have avoided the infringement; (iv) any modification of the Product made without Microblink's written approval; (v) any intellectual property right that is at issue in such claim is owned by Licensee, any of its affiliates or any end user or licensed by any of the foregoing from a third party; or (vi) use of the Product(s) in violation of this Agreement caused the infringement. THIS SECTION STATES MICROBLINK'S SOLE AND EXCLUSIVE OBLIGATIONS AND THE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM THAT THE PRODUCT(S) INFRINGE UPON OR MISAPPROPRIATE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2. The Licensee shall defend, indemnify and hold Microblink and its directors, officers and employees harmless from and against any and all costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities arising out of i) a third party claim, suit or proceeding relating to the Licensee's breach of its obligations under this Agreement and/or, ii) any third party claim, suit or proceeding related to the use of the Licensee's Solution (other than the Products), including but not limited to the infringement of third party intellectual property, and/or iii) the use of Solution, including the Product(s), pursuant to this Agreement by the Licensee and/or end users in breach of applicable laws and regulations (including applicable data protection laws) or the rights of any person.

9.3. The foregoing and Article 8 state the entire obligations and remedies flowing between Licensee and Microblink arising from any claim by a third party.

9.4. The indemnifying party's obligations under this Article 9 are conditioned upon the indemnified party (i) notifying the indemnifying party promptly in writing as to any such claim, suit or proceeding, (ii) granting the indemnifying party sole control over the defense and settlement thereof, and (iii) reasonably cooperating in response to a request from the indemnifying party for assistance.

10. TERM AND TERMINATION

10.1. The Term shall begin on the Effective Date, unless otherwise explicitly agreed between the Parties, and shall continue until terminated in accordance with this Article 10.

10.2. After the expiry of the initial Term determined in the applicable Quote (the "Initial Term"), the License shall automatically renew for any number of successive periods of the same duration as the Initial Term (each, a "Renewal Term"), unless the Licensee informs Microblink in writing about the cancellation of the License in accordance with Article 10.3. Consumption of the unit quantity granted for a respective Term shall immediately trigger the automatic renewal of the Term.

10.3. The Licensee may provide a written notice to Microblink of its intent not to renew this Agreement

at least 45 (forty-five) calendar days before the expiry of the paid Term. In case the Licensee does not inform Microblink about the cancellation in time, depending on the date of the notice, the following shall apply:

i) a 25% discount shall apply to the issued Invoice if Microblink receives a cancelation notice in a period shorter than 45 (forty-five) days prior to Term renewal;

ii) the Licensee shall be obliged to settle the complete invoice amount for the Renewal Term if Microblink receives the cancelation notice in the period after the Term renewal.

10.3 Microblink may provide a written notice to the Licensee of its intent not to renew this Agreement at least 90 (ninety) days before the expiry of the Term.

10.4. For the avoidance of doubt, the Agreement may not be terminated before the expiry of the Initial Term without settling the Fees for the Initial Term as determined in the Quote.

10.5. In addition to any other termination rights set forth in this Agreement, either Party may terminate this Agreement with a written notice, if the other party materially breaches any of the terms or conditions of this Agreement. In the event of a material breach that is curable, the breaching party shall have 30 (thirty) calendar days from the date of receipt of written notice to cure the breach ("Cure Period"). If the breach is not cured within the Cure Period, or if the breach is irreparable, this Agreement shall be terminated immediately.

10.6. Immediately upon termination of the Agreement, the Licensee shall immediately cease the use of the Product and destroy all copies of the Product(s), unless otherwise agreed with Microblink in writing. The Licensee represents and warrants that it shall not, in any way, use the Product(s) in the period exceeding the purchased Term and/or after the date of termination of this Agreement. Each Party shall promptly return to the other, or otherwise, dispose of as the other Party may instruct, all materials, specifications, and other materials, documents or papers whatsoever sent to it and relating to the other's business (other than correspondence which has passed between the parties) which it may have in its possession or under its control.

10.7. The expiration or termination of this Agreement will not prejudice or affect any right of action or remedy that has accrued or will accrue to either Party due to the other Party's acts or omissions prior to the effective date of such expiration or termination.

11. CONFIDENTIALITY AND END-USER DATA

11.1. Any information (including but not limited to business, technical or financial information) exchanged between the Parties shall be deemed as confidential (the "Confidential Information") and thus, subject to non-disclosure obligations. Any other information related to the License, that would reasonably be understood as confidential by its nature and the circumstances of disclosure shall also be considered confidential. Confidential Information of a disclosing Party may be used by a receiving Party only for the purpose of fulfilling its obligations or exercising its rights under this Agreement and may be shared by the receiving Party only with its employees, agents, or contractors who have a need to know such Confidential Information for that purpose and who are obligated to keep such information strictly confidential and not to use such information for any purpose not expressly permitted hereunder ("Representatives"). The receiving Party shall be liable for the acts and omissions of its Representatives with respect to the disclosing Party's Confidential Information as if such acts and omissions were those of the receiving Party. The receiving Party will protect Confidential Information with a reasonable degree of care to prevent its unauthorized use or disclosure, using no less than the same degree of care it uses to

protect its own confidential information. The receiving Party's confidentiality obligations will continue for five (5) years from the date of disclosure or from the termination of this Agreement, depending on which event occurs later. The receiving Party shall safeguard all Confidential Information that is a trade secret as required by this Agreement in perpetuity or for so long as such information remains a trade secret under applicable law. These confidentiality obligations will not extend to information that: (i) was already known by the receiving Party, without obligation of confidentiality, prior to its disclosure through no breach of its obligations hereunder; (ii) is or becomes public knowledge without breach by the receiving Party; (iii) is independently developed or learned by the receiving Party without using the other Party's Confidential Information; (iv) is rightfully received by the receiving party from an independent third party without a breach of any confidentiality obligations.

11.2. If disclosure of any of the terms of this Agreement, or any Confidential Information of the other Party, is required by applicable law, rule, or regulation, or is compelled by a court or governmental agency, authority, or body, then the Party that is so required or compelled shall provide: (i) prompt notice of such requirement to the other Party if permitted by applicable law so that the other Party can seek a protective order or another appropriate remedy; and (ii) reasonable assistance to the other Party, at the other Party's expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein (to the extent permitted by applicable law), such Party remains required by law or compelled to disclose such information, then such Party shall disclose no more than that portion of this Agreement or the other Party's Confidential Information which, on the advice of such Party's legal counsel, such Party is legally required to disclose.

End User Data

11.3. If the Licensee opted for the Product to work solely on Licensee's premise(s), once the Product is integrated within the Solution, the control and the responsibility for the captured image and data contained in such image is upon the Licensee. The security of the scanned document and information captured by the Product as part of the Licensee's Solution is exclusively the Licensee's responsibility. Compliance with all applicable laws and industry standards on the processing of such images (including, without limitation, credit card information) is the Licensee's responsibility.

11.4. When the Licensee opted for the Product to work solely on Licensee's premises, Microblink is considered a provider of means of processing and does not process personal data contained within the scanned documents images. Solely in case the Licensee opts for Microblink's cloud solution (indicated in the applicable Quote) or if the Licensee shares the End User's personal data with Microblink within the scope of the Support Services provision, Microblink shall be deemed a processor of personal data. In such instances or if the personal data sharing is arranged between the Parties, the Parties shall enter into the appropriate data processing agreement or similar agreement to regulate each party's obligations and to ensure lawful and secure processing of personal data.

11.5. Microblink may collect Product adoption analytics regarding License use. Such Product adoption analytics do not include the collection or processing of personal data of the end-users nor allow identification of a natural person.

11.6. Where the Solution seeks permission from an end user to access, collect, or transmit any user's personal data obtained from the image scanned using Microblink Product(s), the Licensee is solely responsible for the collection, storing and processing of any end-user personal data and ensuring compliance of the personal data processing with applicable data privacy laws and regulations. Unauthorized use of end users' personal data will be subject to immediate termination of the Licensee's

right to use the License.

11.7. The Licensee warrants that the Solution has been developed to operate with Microblink technology in a secure manner. The Licensee's network, operating system, and the software of the Licensee's servers, databases, and computer systems must be properly configured to securely operate the Licensee's Solution and store content collected through the Licensee's Solution (if any). The Licensee's Solution must use reasonable security measures to protect the personal data of the end users.

12. DISPUTES AND GOVERNING LAW

12.1. Before commencing arbitration pursuant to this Article, the Parties must use commercially reasonable efforts to resolve any dispute connected to the use of the Product(s) or this Agreement through good faith negotiations; except that the foregoing obligation shall not apply to disputes where immediate injunctive relief is sought by one of the Parties.

12.2. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the New York arbitration association. The arbitration shall be conducted in New York, New York, and the arbitration award shall be final and binding upon the parties.

13. FINAL PROVISIONS

13.1. Neither Party shall be liable to the other Party for any failure to perform its obligations under this Agreement to the extent such failure is caused by a force majeure event, provided that the affected Party (i) immediately notifies the other Party and provides information about the force majeure event, (ii) uses commercially reasonable efforts to overcome the force majeure and (iii) continues to perform its obligations to the extent practicable. For the purposes of this Agreement, a force majeure shall be considered an event that is beyond the reasonable control of a Party (including but not limited to acts of God, flood, drought, earthquake or another natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war; any change in law or any action taken by a government or public authority), excluding (a) an event to the extent that it could have been avoided by a Party taking reasonable steps or reasonable care, or (b) a lack of funds for any reason. If such force majeure event prevents, delays or hinders the affected Party's entire performance of its obligations hereunder for more than 15 (fifteen) calendar days, the non-affected Party may terminate this Agreement immediately upon written notice to the other Party.

13.2. All notices required under this Agreement shall be in writing, in the English language, and must be given via (a) mail or express courier, with all charges prepaid and tracking of delivery, or (b) e-mail with a delivery receipt requested by the sender. Notices must be sent to the address for the applicable Party set forth in the applicable Quote and, in the case of Microblink, with a copy to legal@microblink.com, except that either Party may change its notice information by providing notice to the other in accordance with this Section. Any notice sent by a Party shall be deemed to have been duly given to the other Party when delivered to the other Party.

13.3. This Agreement, together with the Appendices hereto, represents, constitutes, and expresses the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous or simultaneous oral or written communications, representations, understandings or agreements with respect thereto.

13.4. By using Microblink Product, the Licensee confirms that it has read and understood the provisions

of this Agreement and any other documents referred to herein and that it agrees to be bound by them. These terms may be modified from time to time. By continuing the use of the License after the change of terms has been announced, it shall be considered that the Licensee has read and accepted all new modifications to the terms of this Agreement.

13.5. Except as defined in Article 3.3. and Article 13.4. herein, this Agreement shall not be modified, amended, or in any way altered except by a written amendment signed by the authorized representative of each Party hereto.

13.6. If any provision of the Agreement is for any reason held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that is mutually agreed upon by the Parties as coming closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision.

13.7. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any right or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance, rather, the same will be and remain in full force and effect. Further, no waiver will be valid unless set forth in a written instrument signed by the Party to be bound thereby.

13.8. Each Party may assign the rights and obligations under this Agreement to any third party, in whole or in part, with the prior written 30 (thirty) calendar days' notice delivered to the other Party. The Parties shall confirm such an assignment in an amendment to this Agreement.

13.9. Microblink may subcontract any of its obligations under this Agreement without Licensee's consent. Notwithstanding any such subcontracting, Microblink shall remain responsible to Licensee for the performance of its obligations under this Agreement.

13.10. In case of discrepancy between the provisions of this License Agreement and the applicable Quote, the terms and conditions as set out in the applicable Quote shall prevail.

13.11. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.12. The Parties acknowledge and agree that their relationship is in the nature of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture and neither Party is the other Party's agent, partner, employee or representative or has any right to obligate or bind the other Party in any manner whatsoever.

13.13. If Licensee provides any suggestions, comments, recommendations for improvement or other feedback with respect to the Product(s) ("Feedback"), then Microblink shall be free to use, disclose, distribute, reproduce, license, sublicense or otherwise commercially exploit such Feedback as Microblink sees fit, entirely without obligation or remuneration to Licensee or restriction of any kind.

13.14. The title page, list of exhibits, and headings of articles, paragraphs, and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such articles, paragraphs, and subparagraphs. In addition, the use of the words "include," "includes," and "including" in this Agreement are deemed to be followed by the words "without limitation".

<u>Appendix 1: Specific Terms for the Use of Microblink Service</u>

If the Licensee purchased the Product that includes an identity verification and/or document verification service, in addition to the General Terms and Conditions for using Microblink technology (the "Agreement"), the following provisions shall apply.

1. DEFINITIONS

1.1. Authorized Users means those employees and consultants authorized by the Licensee to use the Product on the Licensee's behalf subject to the provisions of this Agreement.

1.2. Applicable Data Protection Law means all worldwide data protection and privacy laws and regulations, to the extent applicable to the parties and the nature of the personal data processed under the Agreement.

1.3. BlinkID Verify is a solution for checking the presence of certain security features on a particular document type covered by the applicable Quote, as well as analysis of physical attributes of the scanned document ("document liveness").

1.4. Licensee's Content or Data means any data/images provided by the Licensee or Licensee's end-users to Microblink while using the Solution. The Licensee remains the owner of any such Content, and Microblink shall not store any such Content after the termination of this Agreement, unless explicitly agreed otherwise.

1.5. Service(s) means Microblink's internet-accessible service that provides use of Microblink's technology powered by the Product, hosted by Microblink through its services provider on the cloud and made available to the Licensee with a valid License, over a network on a term-use basis.

1.6. Service Level Agreement (or "SLA") means the service levels with respect to any backend Service as defined in this Agreement, which is entirely managed by Microblink, published or delivered by Microblink. The cloud provider's SLA is applicable for any response times related to the availability of the Service. Microblink shall use reasonable efforts to facilitate the SLA of the Cloud provider.

2. SCOPE OF THE GRANTED RIGHTS

2.1. Service(s). Subject to the terms of this Agreement, during the Term: (a) Microblink will provide the Service(s) to Licensee; and (b) Licensee has the non-exclusive, non-assignable (except pursuant to a permitted assignment of this Agreement), limited right to access and use such Services, however, installed, accessed and/or used, solely for Licensee's internal business purposes. Licensee may allow its Authorized Users to use such Service(s) for the stated purpose. Licensee is responsible for all acts and/or omissions of each such Authorized User as if such acts and/or omissions were its own. The Licensee warrants that it shall not permit any third party, other than the Authorized Users, to access or use the Service(s).

2.2. The Licensee acknowledges that Microblink shall be entitled to terminate support for certain releases of its Products or cease the support for particular third-party operating systems with which the Service interacts, and thus to bring to end the support for the specific Product subject to publication of such intent in a period of 30 days before the deprecation provided that, the Licensee may elect to terminate this Agreement and upon the termination of such support if it materially affects the Services provided to the Licensee hereunder and receives a pro-rated refund for the period after the termination

date.

3. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. In addition to the right and obligations set out in Article 5.1. of the Agreement, the Licensee shall:

i) use the Service in the contracted manner, within the contracted scope and limits as described in the applicable Quote and Documentation;

ii) be at all times responsible for the results deriving from the rigorousness of the face-matching level the Licensee has configured as part of its use of the Service;

iii) be responsible for procuring, configuring, operating, managing, and maintaining all hardware, software, and services necessary to access and use the Services;

iv) not make the Service available to any person other than authorized end-users, and shall be responsible for keeping its login credentials for the Services confidential and secure and for all use of the Services through its login credentials;

v) notify Microblink immediately of any unauthorized use of the Service(s) that is known or suspected by the Licensee or any Licensee's end-user and use reasonable efforts to stop any such unauthorized use of the Service;

vi) not input, upload, transmit, store, or otherwise provide to or through the Service any information or materials that (i) contain or transmit any viruses or malicious codes, or (ii) are unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable, (iii) violate applicable privacy laws and regulations or (iv) infringe upon or violate the IP Rights of any third party;

vii) not damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm, in any manner, the Services, Microblink's systems or Microblink's provision of the Services to any of its other customers, or otherwise attempt to gain unauthorized access to services, servers, or networks connected to or which can be accessed via the Product;

viii) not use any portion or version of the Service with any other software or copyrighted work in such a way that any portion or version of Solution would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at a minimal charge, (c) licensed for the creation of derivative works or (d) which would require Microblink or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Microblink;

ix) falsify or alter any unique referral identifier in, or assigned to the Service, or otherwise obscure or alter the source of queries coming from the Product;

x) access the Service or use the Documentation in order to build a similar or competitive product;

xi) keep the login credentials provided by Microblink (or any other valuable information delivered by Microblink to the Licensee) confidential;

xii) reasonably cooperate with Microblink in connection with Microblink's troubleshooting of reported problems with the Solution and performance of the Support Services ;

xiii) comply with all applicable national and foreign laws in connection with its use of the Service;

xiv) refrain from using the Service or any part of it after the termination of this Agreement.

3.2. As applicable, the Licensee grants to Microblink a limited, non-exclusive, and non-transferable right to copy, configure, perform, display, and transmit Licensee's Content solely as necessary to provide the Services to the Licensee.

3.3. Microblink shall maintain backward compatibility of the Service during the Term or for at least 6 months from the availability of the Service Update, depending on which event occurs sooner. If, due to security or other justified reasons, the Update does not support the backward compatibility of the Service and requires making changes to the Licensee's integration developments, Microblink shall notify the Licensee by public announcement in advance of such changes being implemented.

4. LIMITED WARRANTIES, DISCLAIMER OF WARRANTIES

4.1. Microblink warrants that it will provide the Service in a professional manner consistent with the technical specifications set out in the Documentation. For any breach of warranty, the Licensee's exclusive remedy will be as provided in Section 10 of the Agreement.

4.2. The Licensee understands and acknowledges that the Identity verification Product serves for checking the presence of security features on a particular document type, and physical attributes of the scanned document, as well as for liveness and face matching purposes (in accordance with face matching levels as set by the Licensee). Therefore, Microblink explicitly excludes any liability or responsibility for the correctness, accuracy, quality or reliability of the final end-user identification process and document validity process, including but not limited to the possibility of document tampering, forgery, or fraudulent use of the identity verification process. The Licensee is solely responsible for conducting a complete identity and/or document verification process in accordance with the applicable laws and regulations.

4.3. Use of BlinkID Verify. The Licensee understands and acknowledges that BlinkID Verify (Product) is in beta version and may contain bugs and/or errors that could affect its performance. By using BlinkID Verify, the Licensee understands and agrees that the Product is provided on an "as is" and "as available" basis, and that Microblink makes no representations or warranties of any kind, express or implied, as to the operation and functionality of the BlinkID Verify and/or the information, content, materials, or results of the respective Product. Microblink expressly excludes all liability for damages of any kind arising from the use and functioning of the Product, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. Microblink reserves the right to alter or discontinue the BlinkID Verify at any time and for any reason.

5. LICENSEE'S CONTENT AND END-USER DATA

5.1. By using the Service, the Licensee hereby acknowledges and agrees that Microblink's provision of the Service on the basis of this Agreement may require Microblink to process, transmit and/or store Licensee's Content. The Licensee must ensure that the disclosure of the personal data to Microblink is permissible and laid down on one of the lawful basis stipulated in the Applicable Data Protection Law and that any such personal data is collected, processed, and transferred by the Licensee to Microblink or from Microblink to the Licensee in a lawful manner and in compliance with all laws. Parties' obligations in respect of the data processing are determined in the Data Processing Addendum (hereinafter: the "DPA") attached hereto, incorporated by reference into the Agreement.

5.2. Microblink acknowledges that all data, personal information and records ("the Data") are proprietary to the Licensee and constitute the Licensee's Confidential Information and, accordingly, Microblink undertakes to keep the Data and all Confidential Information strictly confidential as well as to use and

disclose the Data only in accordance with this Agreement and DPA, including and technical and organizational measures for the security of personal data and other written instructions the Licensee may issue from time to time, and otherwise in accordance with any and all applicable laws. Any Data, including anonymized usage data from processing related to the Services, derived by Microblink is used solely for security purposes and for improving Microblink's technology.

5.3. In case of storing the Data, Microblink warrants that: (a) it will not retain Data longer than required by law or required for the purpose collected, unless otherwise authorized by the Licensee, and that it will destroy, delete or de-identify the Data when no longer authorized or necessary to retain same; and (b) all Data shall be processed in compliance with the terms of the DPA and the applicable laws.

5.4. If it is agreed upon by the Parties that Microblink contains the personal data for longer than the processing session, Microblink shall provide the Licensee with full cooperation and reasonable assistance in relation to any request made by a data subject to have access to that person's Data. Any deletion request of the Data must be sent by the Licensee to the blinkid-privacy@microblink.com, together with the indication of the Licensee and the identification of the executed agreement, as well as *SessionID* (or any other applicable identifier) for the particular data subject, which is requesting the deletion.

5.5. Microblink shall not disclose the Data to a third party or subcontractor other than as stipulated in the DPA or with the written authorization of the Licensee. The Licensee acknowledges that the Service(s) are hosted on third-party cloud servers located in a way to secure compliance with applicable data privacy laws, as indicated in the applicable DPA. The Licensee is solely liable for compliance with applicable laws related to storing and processing the Data.